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CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP

Attorneys for Defendants CP Ships, Hapag-Lloyd (America) Inc. and Hapag-Lloyd AG
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMADI NWOKOCHA
9824 Matzon Road
Baltimore, MD 21220

Plaintiff,

V.

KALICO EXPORTS, INC.
7107 Commercial Avenue
Baltimore, MD 21237

CP SHIPS
399 Hoes Lane
Piscataway, NJ 08854

HAPAG-LLOYD (AMERICA) INC.
399 Hoes Lane
Piscataway, NJ 08854

HAPAG-LLOYD AG
Ballindamm 25
20095 Hamburg

Defendants.

Civil Action 07 CV 8597

**DECLARATION OF
FABIO DUARTE
IN SUPPORT OF THE DISMISSAL
MOTION OF DEFENDANTS CP SHIPS,
HAPAG-LLOYD (AMERICA) INC.,
AND HAPAG-LLOYD AG**

Fabio Duarte declares the following:

1. I am a Claims Manager for Hapag-Lloyd (America) Inc.
2. Hapag-Lloyd (America) Inc. acts as an agent for Hapag-Lloyd AG (hereinafter collectively referred to as "Hapag-Lloyd").

3. I drafted the telefax dated March 1, 2007 which is also designated as plaintiff's Exhibit P10 in the original Complaint.

4. Attached is a true and accurate copy of that telefax marked as Exhibit A.

5. The telefax was drafted to the plaintiff's attorney Obinna Duruji, Esq. without prejudice to all of the rights and defenses that Hapag-Lloyd could claim. I advised the plaintiff's attorney that his client's claim was time barred on February 10, 2007.

6. I never and either orally or in writing assured plaintiff's counsel that the carrier would compensate the plaintiff for the cargo damage or delay.

7. I neither orally nor in writing ever advised plaintiff's counsel that the claims would be paid and that they should not file a Complaint.

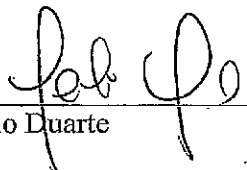
8. I neither orally nor in writing ever advise plaintiff's counsel that Hapag-Lloyd or Hapag-Lloyd AG would not contest the timeliness of any Complaint filed by plaintiff.

9. I never entered into any type of settlement negotiations or spoke of any money that Hapag-Lloyd would pay on the claim.

10. I neither orally nor in writing agreed to extend the time for plaintiff to file a Complaint.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
January 17, 2008



Fabio Duarte

EXHIBIT A

P16

Telefax

To: Duruji Law Firm, PC -- Attn: Hon Obinna Duruji, Esq.
Telefax: 202 723-5790

From: Fabio Duarte
Phone: (732) 509-3180
Telefax: (732) 885-6141
Email: Fabio.Duarte@hlaq.com

Hapag-Lloyd (America) Inc.
 399 Hoes Lane
 Piscataway, NJ 08854
www.hllcl.com

March 1, 2007
 Pages: 1 +

OUR FILE: 62975

YOUR FILE: unknown

Vessel:	Atlantic Project	Voyage:	006S
Bill of Lading:	ATLRL016830 (251094)	Container:	CMUU4614802
Type of Damage:	cargo shortness	Claim Amount:	USD11,963.75

WITHOUT PREJUDICE

Dear Sirs,

We refer to your letter dated 25.September.2006 and regret to inform you that your claim was time barred on 10.February.2007. Please refer to our Bill of Lading Terms and Conditions clause 6. Time Bar. Suit stating that:

QUOTE


"In any event, the Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, non-delivery, mis-delivery, delay or any other loss or damage connected or related to the Carriage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered."

UNQUOTE

In view of the above, we have no alternative other than to decline your claim in its entirety, since we can not accept responsibility for claims that are already time barred.

Yours faithfully,

Hapag-Lloyd (America) Inc.
 As Agents of Hapag-Lloyd Container Linie GmbH


 Fabio Duarte
 Claims Manager